

Approved Form 30

Community Land Development Act

Neighbourhood Management Statement

WARNING

The terms of this Management Statement are binding on the Neighbourhood Association and each person who is a proprietor, lessee, occupier or mortgagee in possession of a neighbourhood lot.

This Statement should be read in conjunction with any community management statement or precinct management statement.

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Definitions and Interpretation

Definitions

The following words have these meanings in the By-laws unless the contrary intention appears:

Access Ways means the Open Access Ways and Private Access Ways.

Access Way Plan means the plan in Schedule 2.

Annual General Meeting or **General Meeting** means a general meeting as convened and held in accordance with Division 2 of Part 2 of the Management Act.

Approved Structure means any Structure approved in accordance with this Management Statement.

Association means the Neighbourhood Association.

Association Committee means the association committee constituted for the Neighbourhood Association under the Management Act.

Building Works means the construction of any building, Structure or Landscaping feature, and includes any modification, addition, alteration or exterior colour change made on or to an existing building, Structure or Landscaping feature, on:

- (a) a Lot; or
- (b) Neighbourhood Property.

By-law means a by-law in this Management Statement.

Community Titles Legislation means the Development Act and the Management Act.

Council means Northern Beaches Council.

Council Land means any land owned or managed by Council.

Design Controls means the book of guidelines prepared by or on behalf of the Developer as may be amended by the Neighbourhood Association which will be kept at the registered office of the Developer and by the Neighbourhood Association.

Design Review Committee means a committee established under By-law 2 to hear and make a decision on any application for approval in accordance with this Management Statement.

Developer means Sekisui House Services (NSW) Pty Limited ACN 119 550 220 or its nominee(s).

Developer's Associates means:

- (a) the Developer's officers, employees, agents and contractors; and
- (b) other persons authorised by the Developer.

Development Act means the *Community Land Development Act 2021*.

Development Activities means:

- (a) any form of road or drainage construction, water, sewer, power, earthworks, clearing, telephone, gas, demolition, building or other work ancillary to or associated with demolition or building work in the Neighbourhood Scheme including, without limitation, the installation, removal, repair and maintenance of Services;
- (b) any form of landscaping work or work ancillary to or associated with landscaping work in the Neighbourhood Scheme;
- (c) the use of any part of the Neighbourhood Scheme in connection with the work referred to in paragraphs (a) and (b) of this definition;
- (d) marketing and Sales Activities including the erection and retention of signage and banners on the Neighbourhood Parcel;
- (e) the exercise of any discretion given to the Developer under this Management Statement; and
- (f) the subdivision of land forming part of the Neighbourhood Parcel.

Garage means a building or that part of a building used for storing a motor vehicle or vehicles.

Government Agency means a governmental or semi-governmental, administrative, fiscal or judicial department or entity.

Landscaping means the landscaped areas of a Lot and Neighbourhood Property.

Letting Service means in relation to a Lot the arrangement of leases, licences or arrangements for the occupation of the Lot and the provision of any associated service.

Lot means a lot in the Neighbourhood Scheme.

LRS means New South Wales Land Registry Services.

Management Act means the *Community Land Management Act 2021* (NSW).

Management Statement means this neighbourhood management statement.

Managing Agent means an agent appointed under section 53 of the Management Act.

Motor Vehicle means a motorised vehicle including without limitation, a motor car, motor cycle, trail bike, truck, lorry, trailer, golf buggy, cart, boat or caravan.

Neighbourhood Association means the neighbourhood association created on registration of this Management Statement.

Neighbourhood Parcel means the land the subject of the Neighbourhood Scheme.

Neighbourhood Plan means the neighbourhood plan registered with the Management Statement.

Neighbourhood Property means the neighbourhood property of the Neighbourhood Scheme.

Neighbourhood Scheme means:

- (a) the subdivision of land by the Neighbourhood Plan; and

- (b) the rights conferred, and the obligations imposed, by or under the Development Act or the Management Act in relation to the Neighbourhood Association, Neighbourhood Property and persons having interests in, or occupying, Lots.

Open Access Way means the Neighbourhood Property areas designated as open access ways in the Access Way Plan.

Prescribed Diagram means the diagram contained in Schedule 1 relating to the Service Lines within the Neighbourhood Plan and prescribed under section 32 of the Development Act.

Private Access Way means the Neighbourhood Property areas designated as private access ways in the Access Way Plan.

Rules means rules made and amended from time to time by the Neighbourhood Association about control, management, operation, use and enjoyment of Lots and Neighbourhood Property.

Sales Activities means any activity associated with the marketing and sale of Lots.

Secretary means the secretary of the Neighbourhood Association.

Services means any service other than a Statutory Service.

Service Line means a pipe, wire, cable, duct, conduit or pole by means of which a Service is or is to be provided and the location of which is illustrated in the Prescribed Diagram.

Service Provider means Council and any other Government Agency.

Statutory Service means a service passing through or servicing Lots or Neighbourhood Property provided by a Service Provider.

Structure means any building or other built form.

Interpretation

In the By-laws unless the contrary intention appears:

- (a) a reference to an instrument includes any variation or replacement of it;
- (b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (c) the singular includes the plural and vice versa;
- (d) the word "person" includes a firm, a body corporate, an association or an authority;
- (e) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation persons taking by novation) and assigns; and
- (f) a reference to a day is a reference to the period of time commencing at midnight and ending 24 hours later.

Headings are inserted for convenience and do not affect the interpretation of this Management Statement.

If the whole or part of a provision of the By-laws is void, unenforceable or illegal, it is severed. The remainder of the By-laws have full force and effect. This By-law has no effect if the severance alters the basic nature of the By-laws or is contrary to public policy.

Where any of the terms in this Management Statement are defined in the Management Act or Development Act they will have the same meaning as those words are attributed under those Acts.

The Neighbourhood Association may exercise a right, power or remedy at its discretion, separately or concurrently with another right, power or remedy and does not prevent a further exercise of that or of any other right, power or remedy. Failure by the Neighbourhood Association to exercise or delay in exercising a right, power or remedy does not prevent its exercise.

The rights, powers and remedies provided in the By-laws are cumulative with and not exclusive of the rights, powers or remedies available independently of the By-laws.

Part 1 By-laws Fixing Details of Development

These By-laws relate to the control or preservation of the essence or theme of the development. An association may, in accordance with a special resolution, amend the management statement of the association to change the by-laws of the scheme (see sections 128 and 131(1) of the *Community Land Management Act 2021*).

1. By-law 1 Design Controls

1.1 Binding Effect

- (a) The Design Controls for this Management Statement bind:
 - (i) the Neighbourhood Association; and
 - (ii) each owner, occupier, mortgagee in possession and/or lessee of a Lot.
- (b) Each party referred to in By-law 1.1(a) is bound by the Design Controls to the extent it is applicable to their respective Lots or property.

2. By-law 2 Design Review Committee

2.1 Functions

- (a) The Design Review Committee must review all applications submitted in accordance with this Management Statement.
- (b) The Design Review Committee must determine an application within 42 calendar days of receiving it.
- (c) The Design Review Committee may also perform any other duties assigned to it by the Association Committee.
- (d) The Design Review Committee may from time to time appoint one or more of its members to perform specified functions of the Design Review Committee.
- (e) The Design Review Committee may engage the services of an external consultant to assist the Design Review Committee in fulfilling its functions.

2.2 Constitution

- (a) A Design Review Committee will be constituted by:
 - (i) the Developer's nominee(s) whilst the Developer owns a Lot in the Neighbourhood Scheme or for the period ending 6 years after the date of registration of the Neighbourhood Plan whichever is the later; and
 - (ii) after that period, at least 3 members and not more than 6 members appointed by the Neighbourhood Association each being an owner of a Lot in the Neighbourhood Scheme.
- (b) Where there are inadequate owners of Lots in the Neighbourhood Scheme who agree to be members of the Design Review Committee under By-law 2.2(a)(ii) the Design Review Committee can be constituted by persons who do not own a Lot in the Neighbourhood Scheme in their place.

2.3 Appointment and Removal

- (a) Each member of the Design Review Committee holds office until another person is appointed to take that member's place.
- (b) While By-law 2.2(a)(ii) applies, the Neighbourhood Association may appoint any member to the Design Review Committee and may remove any member of the Design Review Committee appointed by it and fill a vacancy in respect of any member of the Design Review Committee appointed by it, except that the number of members must always be at least three.

3. By-law 3 Design Review Committee Meetings

3.1 Convening

The Design Review Committee will convene and hold meetings whenever necessary to perform its functions. Meetings may be held in person, by written vote or electronically.

3.2 Quorum

- (a) While By-law 2.2(a)(i) operates there is no requirement for a quorum.
- (b) While By-law 2.2(a)(ii) operates, a quorum for a meeting of the Design Review Committee is three members.

3.3 Determinations

- (a) Determinations must be made by a majority of votes of members present at a meeting, each member being entitled to one vote of equal value to each other vote.
- (b) While By-law 2.2(a)(ii) operates, if there is an equality of votes the chairperson has a casting vote.

3.4 Compensation for Members

Members of the Design Review Committee are entitled to:

- (a) reimbursement for reasonable out of pocket expenses incurred in the performance of their duties; and
- (b) other amounts determined by the Neighbourhood Association in a General Meeting as compensation for the services they perform.

3.5 Minutes and Records

- (a) The Design Review Committee must keep and retain minutes of its meetings and records of its decisions permanently in a form approved by the Neighbourhood Association.
- (b) All minutes of Design Review Committee meetings, and all records of decisions made by the Design Review Committee, must be made available to owners of lots within the Neighbourhood Scheme upon request.

3.6 Exemption from Liability

Except for fraud or negligence, a member of the Design Review Committee will not be liable for any loss or damage occurring by reason of acting as a member of the Design Review Committee.

4. By-law 4 Applications to Design Review Committee

4.1 Building Works

- (a) Approval for all Building Works from the Design Review Committee must be received prior to lodgement of a development application with Council.
- (b) No Building Works may occur until plans and specifications for it have been approved by the Design Review Committee as to:
 - (i) suitability and/or quality of design, colour, materials, and features;
 - (ii) location and elevation in relation to existing Approved Structures;
 - (iii) harmony with existing Approved Structures;
 - (iv) removal and/or alteration of existing Approved Structures; and
 - (v) impact on new and existing services to Lots.

4.2 Form of Application

- (a) The plans and specifications of Building Works submitted to the Design Review Committee for approval under By-law 4.1(b) must show the nature, shape, height, width, colour, size, materials and location of the Building Works in accordance with the Design Controls.
- (b) In order to make a determination in relation to Building Works, the Design Review Committee may require an applicant to provide further information.

4.3 Determination

The Design Review Committee's determinations regarding Building Works must be reasonable and made solely on the matters set out in:

- (a) the By-laws; and
- (b) Design Controls.

4.4 Approval Subject to Conditions

The Design Review Committee may:

- (a) endorse or reject any application for Building Works;
- (b) impose conditions on its approval of Building Works including conditions in relation to the time for commencement and completion of Building Works;
- (c) require an applicant to deposit with the Neighbourhood Association a bond (in an amount determined by the Design Review Committee) to be:
 - (i) held by the Neighbourhood Association on account of any damage; and
 - (ii) applied in whole or part to the cost of rectifying damage,that may be or is caused to Neighbourhood Property as a result of the Building Works; and/or
- (d) require the payment of a fee for determining the application, including, but not limited to, a fee to recover any costs incurred in determining the application.

4.5 Effect of Delay or Inaction

Any delay, inaction or other failure by the Design Review Committee to make a determination about an application for Building Works does not avoid the need for approval.

4.6 Other Approvals

- (a) The approval by the Design Review Committee of an application for Building Works does not avoid the need for any other necessary approvals or consents from relevant statutory authorities.
- (b) Any other approvals or consents from relevant statutory authorities to Building Works do not avoid the need for consent from the Design Review Committee.

4.7 Developer Exempt

This By-law 4 does not apply to Building Works conducted or proposed to be conducted by the Developer whilst ever By-law 2.2(a)(i) operates and the Developer or its nominee constitutes the Design Review Committee.

5. By-law 5 Amendment of Design Controls

- (a) The Design Controls may be amended by the majority vote of the Design Review Committee.
- (b) The owner of a Lot in the Neighbourhood Scheme may apply to the Neighbourhood Association for the amendment of the Design Controls that apply to that owner's Lot.
- (c) All applications made under By-law 5(b) must be made in writing to the Neighbourhood Association and must include such details as are prescribed from time to time that describe the proposed amendments by the Neighbourhood Association.
- (d) The Neighbourhood Association must, after having obtained from the applicant all prescribed and other information reasonably necessary to enable it to consider an application, refer the application to the Design Review Committee.
- (e) Despite any other provision of this Management Statement, any proposed amendment to the Design Controls during the time which the Developer or its nominee constitutes the Design Review Committee under By-law 2.2(a)(i), requires the written consent of the Developer or its nominee.

6. By-law 6 Interference with Neighbourhood Property

The owner or occupier of a Lot must:

- (a) not, except with the approval of the Neighbourhood Association, obstruct the use of Neighbourhood Property;
- (b) not damage Neighbourhood Property including without limitation, any Structure or Landscaping which is part of or situated on Neighbourhood Property;
- (c) not, except in accordance with the By-laws, use for that owner or occupier's own purposes any part of Neighbourhood Property; and
- (d) promptly notify the Neighbourhood Association of any damage to or defect in Neighbourhood Property which that owner or occupier becomes aware of.

7. By-law 7 Specific Attachments to Structures & External Appearance

7.1 Attachments to Structures

- (a) The owner or occupier of a Lot must not, except with the prior written consent of the Design Review Committee, affix, exhibit, install or attach to the outside of a building or Structure on a Lot any other item, including but not limited to:
 - (i) bars, shutters, blinds, screens, canopies, awnings, security doors or other security devices;
 - (ii) any television, radio or other aerial, antenna, dish or tower or any other transmitting or receiving device;
 - (iii) any solar energy collector panels and associated equipment;
 - (iv) any energy conservation equipment;
 - (v) a solar hot water system and/or associated equipment;
 - (vi) satellite dishes; or
 - (vii) any sign, advertisement, name or notice.
- (b) The restrictions and prohibitions in By-law 7.1(a) do not apply to the Developer.
- (c) The Developer may affix and exhibit signs, advertisements, names or notices to the outside of a building or Structure on a Lot:
 - (i) incidental to the performance of the Development Activities; or
 - (ii) for the purpose of the sale, leasing or licensing of Lots.

7.2 External Appearance

The owner or occupier of a Lot, except the Developer, must not, except with the approval of the Neighbourhood Association, construct, install, store or maintain on or in a Lot anything which can be seen from outside the Lot that in the reasonable opinion of the Neighbourhood Association is not in keeping with the appearance of the buildings and Landscaping in the Neighbourhood Scheme.

Part 2 Association Property Rights

These By-laws may only be amended after expiry of the initial period by a special resolution and with the written consent of each person entitled by the by-law to use the restricted property (see section 135 of the *Community Land Management Act 2021*).

8. By-law 8 Development in Stages and Use of Neighbourhood Property

8.1 Rights and Obligations

- (a) The Developer has special privileges in respect of the whole of the Neighbourhood Property and the Service Lines owned by the Neighbourhood Association on the terms set out in this By-law.
- (b) The Developer's rights under this By-law in respect of the Neighbourhood Property or any part of the Neighbourhood Property will cease on the earlier of the dates when the Developer:
 - (i) ceases to own a Lot; or
 - (ii) serves on the Neighbourhood Association a notice informing the Neighbourhood Association that Development Activities on the Neighbourhood Property or part of the Neighbourhood Property (as the case may be) have ceased.
- (c) The Developer will have the following special privileges, which may be exercised at any time, for the purpose of completing the development of the Neighbourhood Property and Lots or adjoining lands in stages and/or carrying out Development Activities:
 - (i) unrestricted access by foot or Motor Vehicles over Neighbourhood Property;
 - (ii) the right to park Motor Vehicles and equipment on Neighbourhood Property;
 - (iii) the right to place on or attach to Neighbourhood Property temporary offices, sheds, depots, building materials, cranes and other equipment;
 - (iv) the right to construct and install Services in Neighbourhood Property;
 - (v) the right to connect Services within Neighbourhood Property;
 - (vi) the right to attach and place marketing and advertising signs, placards, banners, notices or advertisements on the Neighbourhood Property;
 - (vii) the right to secure any part of the Neighbourhood Property and/or conduct security activities on the Neighbourhood Property;
 - (viii) the right to conduct Sales Activities on the Neighbourhood Property;
 - (ix) the right to construct and maintain the Access Ways;
 - (x) the right to create easements burdening and benefiting Neighbourhood Property;
 - (xi) the right to carry out building works and development construction and works in its discretion;

- (xii) the right to carry out demolition work, building and associated works;
- (xiii) the right to subdivide land in the Neighbourhood Scheme; and
- (xiv) the right to do anything the Developer considers necessary to develop the Neighbourhood Scheme.

8.2 Persons entitled to exercise

The Developer's rights under this By-law may be exercised by the Developer and the Developer's Associates.

8.3 Exclusive Use

Whilst ever any part of the Neighbourhood Property is being used by the Developer or any of the Developer's Associates in accordance with this By-law, the Developer will have exclusive use and enjoyment of that part of the Neighbourhood Property.

8.4 Hours

The rights under this By-law may be exercised at any time.

8.5 Access

The Developer and the Developer's Associates may access the Neighbourhood Property or any part of it from any Lot owned by the Developer and/or from any public road.

8.6 Maintenance Obligations

- (a) Subject to By-law 8.6(b), the Neighbourhood Association will remain responsible for properly maintaining and keeping in a state of good and serviceable repair the whole of the Neighbourhood Property and the Service Lines owned by the Neighbourhood Association.
- (b) The Developer must make good any damage to the Neighbourhood Property or the Service Lines owned by the Neighbourhood Association caused by the Developer in exercising its rights under this By-law.

8.7 Levies

- (a) There are no levies or other amounts payable by the Developer in connection with the Developer's rights under this By-law or the exercise of those rights.
- (b) Any levies payable under the Management Act by:
 - (i) the Developer; or
 - (ii) an owner of a Lot,

are not affected by the Developer's rights under this By-law or the exercise of those rights.

Part 3 Mandatory Matters

9. By-law 9 Access Ways

9.1 Means of Access

- (a) Access to some areas of the Neighbourhood Scheme may be by way of the Access Ways.
- (b) The Neighbourhood Association is responsible for the control, management, operation, maintenance and repair of the Access Ways.
- (c) The Neighbourhood Association must impose contributions on the owners of Lots for the cost of the control, management, operation, maintenance and repair of the Access Ways.

9.2 Permitted Users

The following persons may use the Access Ways:

- (a) the Neighbourhood Association;
- (b) the owners and occupiers of Lots;
- (c) Council; and
- (d) members of the general public.

9.3 Effect on Restricted Neighbourhood Property

The rights of any person entitled to use the Access Ways set apart in this Management Statement are subject to and subordinate to the rights of the Developer under By-law 8.

10. Permitted Uses of Special Facilities on the Neighbourhood Property

10.1 Management and Maintenance Generally

- (a) The Neighbourhood Association is responsible for the maintenance of all Neighbourhood Property.
- (b) The Neighbourhood Association is to engage appropriately qualified persons to undertake maintenance activities of:
 - (i) all roads
 - (ii) all landscaping;
 - (iii) all structures;
 - (iv) all lighting fixtures; and
 - (v) all public facilities;located on Neighbourhood Property.
- (c) The works are to be paid for from the levies collected from Lot owners within the Neighbourhood Scheme.

- (d) Maintenance activities are to be carried out on a regular basis or as required so as to consistently ensure a high level of presentation of Neighbourhood Property.

11. By-law 11 Internal Fencing

- (a) The following By-law on fencing is necessary to preserve the theme and essence of the Neighbourhood Scheme.
- (b) An owner or occupier of a Lot may not:
 - (i) construct a fence on the front street alignment of any Lot or between the front street alignment of any Lot and the building line for that Lot as fixed by the Council; or
 - (ii) replace any fence in a Lot unless:
 - (A) the materials are of the same standard, colour and quality as those of the fence as originally constructed; and
 - (B) the location of the replacement fence is the same as the location of the fence as originally constructed; or
 - (iii) construct any new fence in a Lot or the Neighbourhood Property without the prior consent of the Design Review Committee.

12. By-law 12 Garbage

- (a) The owner or occupier of a Lot must deposit all of their garbage and recyclable goods from the Lot they occupy into a proper receptacle in the Lot.
- (b) The owner or occupier of a Lot is responsible to ensure that garbage and recyclable goods from the owner or occupier's receptacle is made available for collection by the Council's garbage collectors.
- (c) The Neighbourhood Association is responsible for ensuring that garbage and recyclable goods from any Neighbourhood Property is made available for collection by the Council's garbage collectors.
- (d) The location of bins for the collection of garbage and recyclable goods in front of, adjacent to, adjoining or opposite Lots shall be as directed by Council from time to time.
- (e) After collection by Council's garbage collectors (or, in the case where the garbage collection was due but did not occur by the evening of the day collection should have occurred), the garbage and recyclable goods receptacle must be promptly removed from the collection point and stored within the Lot.
- (f) No garbage or recyclable goods are to be stored on any Lot so as, in the opinion of the Neighbourhood Association, to become a nuisance, visually obtrusive, offensive or a danger to health.
- (g) No garbage or recyclable goods receptacle may be stored in a location visible from the street or Neighbourhood Property.
- (h) The Neighbourhood Association must enter into any agreements with the Council or any other governmental authority in order to facilitate waste collection for the Neighbourhood Scheme.

- (i) The Neighbourhood Association and any owners or occupiers of any Lots must allow the Council access to the Neighbourhood Property for the purposes of garbage collection.

13. By-law 13 Services

- (a) This Management Statement includes where so provided a Prescribed Diagram in respect of the following Statutory Services:
 - (i) sewer provided by Sydney Water;
 - (ii) electrical services provided by Ausgrid;
 - (iii) telecommunications provided by OptiComm.
- (b) Subject to By-law 13(d), on installation of a Service Line, a statutory easement will be created over the parts of the Neighbourhood Property for the provision of Services through Service Lines if necessary and may be used in conjunction with activities on a Lot.
- (c) The Service Providers and other owners of Service Lines will maintain and repair their respective Service Lines.
- (d) If a Statutory Service is provided after the registration of the Management Statement and the Prescribed Diagram, Lot owners cannot object unless there will be a significantly detrimental effect of the relocation of the Service Line(s) on a Lot or Lots.
- (e) For the avoidance of doubt, any authority owned services as provided for in this By-law 13 can be run through the roadways within the Neighbourhood Property.

14. By-law 14 Insurance

- (a) Every notice of an Annual General Meeting must:
 - (i) include a form of motion to decide whether insurances effected by the Neighbourhood Association should be confirmed, varied or extended; and
 - (ii) at not less frequently than every alternate Annual General Meeting be accompanied by a written valuation as to the replacement value of all buildings, Structures and other improvements on Neighbourhood Property made by a qualified valuer.
- (b) The Neighbourhood Association must immediately effect new insurances or vary or extend existing insurances if there is an increased or new risk to Neighbourhood Property.
- (c) The Neighbourhood Association must maintain public liability insurance in a sum insured not less than \$20,000,000 and office bearers liability insurance in a sum insured not less than \$5,000,000.
- (d) An owner or occupier of a Lot must not, except with the prior written approval of the Neighbourhood Association, do anything that might prejudice the insurances effected by the Neighbourhood Association or increase any insurance premium payable by the Neighbourhood Association.

Part 4 Optional Matters

15. By-law 15 Association Committee

The Association Committee of the Neighbourhood Association must be established and function in accordance with Part 3 of the Management Act.

16. By-law 16 Behaviour of Persons

- (a) An owner or occupier of a Lot must not:
 - (i) make noise or behave in a way that might interfere with another owner or occupier or any other person;
 - (ii) use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another Lot or to any person;
 - (iii) obstruct a person's legal use of Neighbourhood Property;
 - (iv) use equipment that interferes with equipment or appliances used by other owners or occupiers;
 - (v) do anything which might damage the good reputation of the Neighbourhood Scheme; or
 - (vi) do anything that is illegal.
- (b) An owner or occupier of a Lot must take all reasonable steps to ensure that invitees of the owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another Lot or any person lawfully using the Neighbourhood Property.

17. By-law 17 Restrictions on Parking and driving vehicles

- (a) An owner or occupier of a Lot must not park a Motor Vehicle on any part of the Neighbourhood Scheme except:
 - (i) in a Garage or car space on the owner or occupier's own Lot; or
 - (ii) on parts of the Neighbourhood Property designated by the Neighbourhood Association from time to time as areas for parking a Motor Vehicle.
- (b) An owner or occupier of a Lot must not park a boat, caravan or a trailer on any part of the Neighbourhood Property, or on any part of the Neighbourhood Parcel so as to be visible from the street.
- (c) A Motor Vehicle may not be driven in the Neighbourhood Parcel:
 - (i) at more than any speed limit determined by the Neighbourhood Association or Council (as the case may be);
 - (ii) unless the Motor Vehicle is registered;
 - (iii) unless the driver has a licence to drive the Motor Vehicle; and
 - (iv) if the Motor Vehicle is unreasonably noisy or produces an unreasonable quantity of fumes.

18. By-law 18 Neighbourhood Association's Right to Enter into Contracts

The Neighbourhood Association may contract with third parties to:

- (a) provide management, operational, maintenance and other services in connection with Neighbourhood Property;
- (b) provide transport services inside and outside the Neighbourhood Scheme (to the owners or occupiers of Lots);
- (c) provide a Letting Service to owners of Lots; and
- (d) provide other services or amenities to Neighbourhood Property and/or the owners or occupiers of Lots.

19. By-law 19 Right to Maintain Services

- (a) Subject to section 119 of the Management Act, the Neighbourhood Association and persons authorised by it may enter a Lot at all reasonable times to maintain, repair, alter, add to, increase the capacity of or renew Service Lines and Services.
- (b) The Neighbourhood Association must give the owner or occupier of a Lot reasonable notice of entry under this By-law.
- (c) In an emergency the Neighbourhood Association and persons authorised by it may enter a Lot at any time without notice.

20. By-law 20 Control of Lessees and Licensees

An owner whose Lot is the subject of a lease or licence agreement must provide the lessee or licensee with a copy of this Management Statement and take all reasonable steps including, without limitation, any action available to the owner under the lease or licence agreement to ensure that the lessee or licensee of the Lot and any person on the Neighbourhood Property with the consent (expressed or implied) of the lessee or licensee complies with the By-laws and any Rules made under the By-laws.

21. By-law 21 Owner and Occupier Responsible for Others

- (a) An owner or occupier of a Lot must take all reasonable steps to ensure that any visitor of the owner or occupier complies with the By-laws.
- (b) If the By-laws prohibit an owner or occupier of a Lot from doing a thing, the owner or occupier must not allow or cause another person to do that thing.
- (c) If the visitor does not comply with the By-laws then the owner or occupier must withdraw consent to that person to be on the Neighbourhood Scheme and/or the Lot and request that person to leave the Neighbourhood Scheme and/or the Lot.

22. By-law 22 Maintenance

- (a) An owner or occupier of a Lot must keep their Lot clean and tidy and in good repair and condition.
- (b) An owner or occupier of a Lot must carry out all maintenance and repairs to the exterior of any building or other structure on the Lot and to any Landscaping on the Lot:
 - (i) in a proper and workmanlike manner;

- (ii) promptly;
- (iii) to the reasonable satisfaction of the Neighbourhood Association; and
- (iv) in compliance with the Design Controls.

23. By-law 23 Signage

- (a) An owner or occupier of Lot must not, without the prior written approval of the Association Committee, erect or maintain a sign, placard, banner or notice (but excluding a "For Sale" or "For Lease" sign) which is visible from any other part of the Neighbourhood Parcel.
- (b) This by-law does not apply to the Developer whilst ever it owns a Lot.

24. By-law 24 Keeping of Animals

- (a) An owner or occupier of a Lot may not, without the prior written approval of the Association Committee, keep an animal in the Neighbourhood Parcel except if it is:
 - (i) two dogs or two cats (but not both at the same time); or
 - (ii) a small caged bird (not an aviary); or
 - (iii) fish in a tank.
- (b) If an owner or occupier of a Lot may under this By-law 24 keep an animal in the Neighbourhood Parcel, then the owner or occupier:
 - (i) must ensure that the animal is at all times kept under control and usually in their Lot;
 - (ii) must ensure that the animal does not enter any part of the Neighbourhood Parcel designated by the Association Committee as an area in which animals may not enter and, when the animal is in any part of the Neighbourhood Parcel other than their Lot, that the animal is accompanied by the owner or occupier or another responsible person;
 - (iii) must, when the animal is in any part of the Neighbourhood Parcel other than their Lot, keep the animal appropriately under control;
 - (iv) is liable to the owners or occupiers of other Lots and any other person lawfully in the Neighbourhood Parcel for:
 - (A) any noise caused by the animal that is disturbing to an extent which is unreasonable; and
 - (B) damage to or loss of property or injury to any person caused by the animal; and
 - (v) is responsible for promptly cleaning up after the animal has disturbed or soiled any part of the Neighbourhood Parcel; and
 - (vi) must, if, in the opinion of the Association Committee (reasonably held), the owner or occupier is not complying with this By-law 24 and the Association Committee so requests, remove the animal from the Neighbourhood Parcel.

- (c) This By-law 24 does not prevent the keeping of a dog used as a guide or hearing dog.

25. By-law 25 Hanging of washing

An owner or occupier of a Lot must not hang any washing, bedding or other articles of a similar nature on any balcony of a Lot or in any area visible from any Neighbourhood Property or the surrounding streets or public spaces.

26. By-law 26 Neighbourhood Association Right to Remedy

- (a) The Neighbourhood Association may do anything on a Lot at the cost of the Lot owner which should have been done by the owner or occupier of a Lot under the By-laws, which has not been done or not been done properly.
- (b) The Neighbourhood Association may take possession of and/or remove from the Neighbourhood Scheme property (including Motor Vehicles) that is on it in breach of the By-laws or the Rules.
- (c) The Neighbourhood Association and persons authorised by it may enter a Lot and remain there to exercise its rights under the By-laws for as long as it is necessary.
- (d) The Neighbourhood Association must give an owner or occupier identified in this By-law a written notice specifying when it will need to enter the Lot to do the work contemplated by this By-law.
- (e) The notified owner or occupier must:
 - (i) give the Neighbourhood Association (or persons authorised by it) access to the Lot according to the notice at that owner or occupier's cost; and
 - (ii) pay the Neighbourhood Association its costs for doing the work.
- (f) The Neighbourhood Association's powers under this By-law are in addition to those they have under the Management Act.

27. By-law 27 Right to Recover Money

The Neighbourhood Association may recover any money owing to it under the By-laws as a debt.

28. By-law 28 Reimbursement of Cost, Charges and Expenses

- (a) An owner or occupier of a Lot must pay or reimburse the Neighbourhood Association on demand the costs, charges and expenses of the Neighbourhood Association of the contemplated or actual enforcement, or preservation of, any rights under the By-laws in relation to the owner or occupier.
- (b) The costs, charges and expenses under By-law 28(a) will include, without limitation, those expenses incurred in retaining any independent consultant or other persons to evaluate any relevant matter and administration costs in connection with those events or matters.

29. By-law 29 Interest on Overdue Money

- (a) An owner or occupier of a Lot must pay the Neighbourhood Association interest on any amount, other than a contribution levied by the Neighbourhood Association under the Management Act, which has become due for payment and remains unpaid from and including the date it became due for payment.

- (b) During the period that an amount under By-law 29(a) remains unpaid, interest will be calculated at the rate of 10% per annum for the first 90 days from the date the amount was owing and an amount of 15% per annum from the 91st day from the date the amount was owing until the amount has been paid.

30. By-law 30 Compliance with Rules

- (a) An owner or occupier of a Lot must comply with all requirements and orders of authorities and all laws in connection with the Lot and the use or occupation of the Lot.
- (b) Subject to any association property rights by-laws contained in this Management Statement, the Neighbourhood Association may make additional Rules relating to the control, management, operation, use and enjoyment of any part/s of the Neighbourhood Scheme.
- (c) The Neighbourhood Association may alter the Rules at any time.
- (d) The Neighbourhood Association may not make or alter a Rule so that it is or becomes inconsistent or in conflict with the Management Act, the Development Act or the By-laws.
- (e) Rules bind an owner, occupier, mortgagee in possession and lessee or licensee of a Lot.

31. By-law 31 Contravention of By-laws

31.1 Right to issue notices

- (a) The Neighbourhood Association has the right to issue notices and penalties for breaches of the Management Statement and associated documents.
- (b) All breaches of the Management Statement and associated documents must be reported to the Neighbourhood Association by any occupiers of lots within the Neighbourhood Scheme that may witness the breach.

31.2 Issuing of Notices

- (a) The Neighbourhood Association is to issue notices to parties in breach of any of provisions of the Management Statement, and associated documents, which are to identify the following:
 - (i) the nature of the breach;
 - (ii) the required remedy; and
 - (iii) the timeframe for the remedy to be implemented.
- (b) Should the breach notice not be addressed by the receiving party within the set timeframe the Neighbourhood Association has the right to remedy the situation itself as provided for by By-law 26.
- (c) In instances where a breach does not require a remedy the Neighbourhood Association may, to the extent permitted by law issue penalty notices, which are to identify the following:
 - (i) the nature of the breach;
 - (ii) the penalty being served; and

- (iii) the due date for the penalty to be served.

31.3 Penalty

Civil penalties may be issued by the Neighbourhood Association for breaches of the Management Statement to the extent permitted by law.

32. By-law 32 Notices

An owner or occupier of a Lot must comply with the terms of any notice displayed on Neighbourhood Property by the Neighbourhood Association, a Service Provider or other relevant authority.

33. By-law 33 Certificates

A certificate by the Neighbourhood Association, its Managing Agent (if any) or the Secretary about a matter or an amount payable to the Neighbourhood Association in connection with the By-laws is prima facie evidence of the amount or any other matter stated in it.

34. By-law 34 Communications

- (a) Complaints, notices or applications to or requests for consideration of matters by the Neighbourhood Association must be in writing.
- (b) An approval, notice or authorisation by the Neighbourhood Association under the By-laws must be in writing.

Part 5 By-laws Required by Public Authorities

35. By-law 35 Covenants and Easements

- (a) This By-law is required by Sydney Water to ensure that Sydney Water's easements are adhered to by the Neighbourhood Association and owners and occupiers of Lots.
- (b) Each owner or occupier of a Lot and the Neighbourhood Association must perform and observe the provisions of any covenant, easement or right of way affecting their Lot or the Neighbourhood Property.

36. By-law 36 Ausgrid – Access Ways

The Neighbourhood Association agrees that if the surface of the part of the Neighbourhood Parcel does not support the heavy vehicles, machinery and materials necessary to maintain Ausgrid's electrical equipment, the Neighbourhood Association will be responsible for repairing any damage caused to the surface of the Neighbourhood Parcel during such maintenance.

Signing Page

Certificate of Approval

It is certified:

- (a) that the planning authority has consented to the development described in Development Application No **[INSERT]**; and
- (b) that the terms and conditions of this Management Statement are not inconsistent with that development as approved.

Date

Signed on behalf of
**Northern Beaches
Council** by its
authorised delegate
pursuant to s.377
*Local Government
Act 1993*

sign (authorised person)

sign (witness)

the witness states that he or she is an eligible witness and was present when the authorised person signed

title (authorised person)

full name (witness)

full name (authorised person)

address (witness)

Execution by Original Proprietor

Signed by **Sekisui
House Services
(NSW) Pty Limited
ACN 119 550 220**
under s.127(1) of the
*Corporations Act
2001*

sign

sign

office (director)

office (director or secretary)

full name

full name

Schedule 1 Prescribed Diagram – Service Lines

Schedule 2 Access Way Plan